

# **CAREFREECOUNTRY CLUB OF WINTER HAVEN, INC.**

## **ADMINISTRATIVE RULES**

Substantial rewording of  
RULES AND REGULATION HANDBOOK

(April 7, 2016) See this reworded document for present text.

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Adopted by CAREFREE COUNTRY CLUB BOARD OF DIRECTORS

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# CHAPTER I

## INTRODUCTION

The Administrative Rules have been formulated and approved by the **Board of Directors** of Carefree Country Club of Winter Haven, Inc. Their purpose is to promote the comfort, welfare, safety and security of Carefree **residents**.

## MISSION STATEMENT

Carefree country club is a **member**-owned, 55+ cooperative, gated community providing top-quality services and a wide variety of activities which meet a lifestyle commensurate with the expectations of its **residents**.

## VISION STATEMENT

Carefree Country Club is a friendly, 55+, gated community of 500 **units**. **Residents** and **management** will ensure a healthy environment and enhanced community well-being for current as well as future **residents**. The **board of directors, management**, committees, **residents** and employees cooperate to provide a vision for the future which uses innovation and technology to meet new challenges with new ideas in a cost-effective and exceptional manner.

## CHAPTER II

### GLOSSARY

In this document, words that are in a bold and italic font are terms that are defined in the glossary.

For the purpose of these Administrative Rules, the following definitions will prevail:

- A. ***Adult*** - Person at least 18 years of age except where otherwise stated.
- B. ***Associate Member*** - A person who resides in Carefree and is listed on a ***unit's*** "Affidavit of Permanent Occupants" form but is not a holder of a Membership Share Certificate or a Proprietary Lease. ***Renters*** are not ***associate members***. ***Associate members*** have limited privileges i.e., no voting right, no vote at membership or posted meetings, not eligible for ***Board of Directors*** or to be the chair of a committee.
- C. ***Association, Corporation, Carefree or Lessor*** - refers to Carefree Country Club of Winter Haven, Inc. A not-for-profit ***corporation***.
- D. ***Board of Directors (BOD)*** - Those elected by the ***members*** to direct the operation of the park.
- E. ***Common areas/common grounds*** - The real property owned by the ***association***, exclusive of the ***lots***. For the purposes of these Administrative Rules, the Five Acres is considered part of the ***common areas***.
- F. ***Community Association Manager (CAM)*** - Manages the business, administration, and operations of the ***association***. The ***CAM*** is responsible for executing the governing documents and plays an active role in running the day-to-day activities of the ***association***.
- G. ***Fiscal year/Season/Rental Season*** - October 1 through September 30.
- H. ***Guest*** - A registered, overnight lodger staying with a ***member, associate member or renter***.
- I. ***Immediate Family*** - includes parents, children, grandchildren (including adoptive and step), and siblings.
- J. ***Living Unit/Unit*** - A home which shall consist of a recreational vehicle (RV) or a mobile home.
- K. ***Lot*** - Any leased parcel of land located within Carefree Country Club which is part of the cooperative property and subject to exclusive use and possession.
- L. ***Management*** - The ***Community Association Manager (CAM)*** or their appointee.
- M. ***Member/Lessee*** - A holder of a Membership Share Certificate of Carefree Country Club of Winter Haven, Inc. and a Proprietary Lease from Carefree Country Club of Winter Haven, Inc.

- N. **Permanent Occupancy** - (as stated in the Covenants) "A period of occupancy of thirty (30) days or more in any twelve (12) month period."
- O. **Permanent Occupant** - (as stated in the Covenants) "A person who resides in a **living unit** as their primary or seasonal residence."
- P. **Renter** - Person who rents or sub-leases for a consideration and has the right to occupy a **member's lot**. A **renter** has limited privileges i.e., no voting right, no vote at membership or posted meetings, not eligible for **Board of Directors** or to be the chair of a committee. A **renter** is entitled to limited privileges as determined by the **association**. **Renters** may not speak at **BOD** meetings, membership meetings, or town hall meetings.
- Q. **Resident** - Includes **members, associate members, permanent occupants** and **renters** but not **guests** or **visitors**.
- R. **Senior** - Any person fifty-five years of age or older pursuant to the Federal Housing for Older Persons Act.
- S. **Visitor** - a person who visits the park, as for reasons of friendship, business, duty, travel, or the like. Does not stay overnight.

## CHAPTER III

### OCCUPANCY RESPONSIBILITIES

#### A. *Members* and *Associate Members*

1. No more than two *members* may have ownership privileges on a single *lot/unit* at any one time.
2. The maximum number of *residents* permitted to occupy a single *lot/unit* is two (*members, associate members, permanent occupants* and/or *renters*). *Guests* do not count as *residents*.
3. 100% of the occupied *units* must have at least one person 55 years of age or older. A second occupant must be 18 years of age or older. Any exception to this requirement can only be granted by the approval of the Carefree *Board of Directors* at a duly noticed *Board of Directors* meeting.
4. A *guest* may stay no more than 14 days in a *season*. Any exception must be approved by *management*.
5. *Residents* vacating the park for more than 72 hours are to check out with the office in advance.
6. *Residents* must register at the office within 72 hours when resuming residency in the park.
7. An "Affidavit of Permanent Occupant(s)" form which identifies the one or two *permanent occupants* of a *unit* must be completed for each *unit* when it is purchased. The form must be updated whenever the *member* or *associate member* changes in that *unit*. The form may be updated or revoked at any time at the discretion of the *CAM*. Note: *renters* do not complete this form.
8. Once annually, all *residents* are required to complete the "Annual Registration Form" and the "Commitment to Our Governing Documents Form". For seasonal *residents*, these forms are to be completed within 72 hours of arriving at Carefree. For year-round *residents*, they are to be completed no later than Oct. 6<sup>th</sup> at the start of the new *season*. Once these two forms are executed, the Carefree ID Badge can be validated by *management* for the new *season*. If not validated, certain privileges can be withheld (i.e., golf, activities that require sign-up, event tickets, etc.). *Members* who rent their *unit* must also have these forms completed before privileges are granted to their *renters*.
9. A *lot/unit* may be lent to other park *members* or other park *members' immediate family* for emergencies and unusual situations for 30 days or less. No registration fee is required. Extensions may be granted at the Manager's discretion. The office must be notified.
10. First-year *residents* must complete the Carefree orientation process as required by the Orientation Committee within 72 hours of arrival at Carefree. Notify the office of anticipated arrival date. Golf and other privileges are issued upon completion of the orientation process.

## B. **Renters**

1. **Renters** are considered **residents** in this document and must obey all rules referencing **residents** in all chapters.
2. **Renters** must conform to occupancy regulations of one person at least 55 years of age and provide age verification. A second occupant must be 18 years of age or older.
3. **Renters** may not sublease their **unit**.
4. **Renters** must register at the office within 72 hours upon arrival and must complete the Carefree orientation process as required by the Orientation Committee every year. Any privileges (golf, event tickets, etc.) are issued upon completion of the orientation process.
5. **Renters** vacating the park for more than 72 hours are to check out with the office in advance.
6. **Renters** must register at the office within 72 hours when resuming residency in the park.
7. **Renters** must return their Carefree identification badges at the end of the rental period. Owners who rent their **unit** must turn in their badges when their **unit** is rented.
8. If owners allow their **renters** to have **guests**, the **guests** may stay a maximum of 14 days in a **season**. **Renters** are responsible for registration of their **guests** at the office 72 hours prior to arrival.
9. The owners of a **unit** are allowed to restrict **renters'** privileges, with respect to their **unit**, beyond corporate documents.

## CHAPTER IV

### VEHICLES AND SAFETY

- A. **Members and/or associate members** will receive one free Carefree vehicle (car, van, or truck) identification sticker for each vehicle that is usually parked on a their **lot**. These stickers identify vehicles that belong in Carefree. They must be attached to the rear of the vehicle (usually in the rear window). All **member** and/or **associate member** vehicles that are parked overnight at Carefree must display a Carefree vehicle identification sticker. These stickers do not operate the front gate.
- B. **Residents** may purchase a bar code sticker that will automatically open the front gate as they enter the park. Check with **management** for the cost of this sticker.
- C. Golf carts are to be operated only by **residents, guests** and **visitors** who are 16 years of age or older.
- D. Golf carts must have headlights and tail lights or rear reflectors if used after dark. All golf carts shall have **lot** numbers conspicuously displayed on the front and rear of carts. Numbers shall be at least "2" high.
- E. No major maintenance or repair of motor vehicles will be permitted while such vehicles are located within the park.
- F. All vehicles MUST obey posted speed limit and traffic signs.
- G. Bicycles must have headlights, tail lights or reflectors if used after dark. Bicycles must obey posted speed limits and traffic signs.



## CHAPTER V

### STORAGE SPACES

Carefree has a limited number of off **lot** storage spaces available for an additional rental fee. Contact **management** for current fees. A storage contract must be obtained from **management** before anything is placed in any of these areas. (See separate section for rules on boat docks.)

- A. Storage Area 1 – This area is located along the east park boundary fence behind the #8 tee and is for RV's, travel trailers, motor homes, cargo trailers and cars. All stored items must have the **lot** number clearly displayed (may be in the windows of RV's). In the case of cargo trailers, the **lot** numbers must be on the front of the trailer. Car-caddie tow equipment must be stored between the vehicle and the fence or otherwise out-of-sight from the road. Any exception must be approved by the **CAM**.
- B. Storage Area 2 – This area is located near the maintenance buildings and is designated for boats and boat trailers. **Lot** numbers must be clearly visible on items. Any exception must be approved by the **CAM**.
- C. Boat Rack Area 2 – This area is located near the maintenance buildings and is provided for the storage of small boats, canoes, paddle boards and kayaks. **Lot** numbers must be clearly visible on items. Any exception must be approved by the **CAM**.
- D. Storage Rules
  - 1. A renter of storage space must be a **member**. They must own the approved item that is to occupy the storage space.
  - 2. A rental contract must be obtained before using any space.
  - 3. The rental period will be in effect October 1 until September 30. The Rental Contract must be completed and full rental fee received by May 1st of the previous **season**.
  - 4. **Members** are allotted storage space on a first come - first serve basis, subject to approval of a contract by **management**. When all the storage spaces are full, **management** will maintain a waiting list.
  - 5. A renter of storage space(s) with storage fees two months in arrears will receive a written notice to resolve unpaid fees within 30 days. If fees remain unpaid after 30 days, the property will be removed or impounded at the owner's expense and owner's liability. The space may then be rented to another **member**.
  - 6. When a storage space is vacated, **management** must be notified. There are no refunds for unused rental time.
  - 7. Storage space does not transfer with the sale of the item or the sale of a **lot** or **unit**.
  - 8. The storage rental fee will be determined by the **BOD** and will be adjusted from time to time. Check with **management** for current fees.

9. **Management** has the right to restrict items for storage that they deem unacceptable.
10. When no other storage space is available, the **CAM** has the right to make exception for temporary storage.
11. Storage spaces are limited to the item(s) listed on the contract. The contract must be updated if your items change.
12. You are not allowed to loan or sub-lease your space to another individual.
13. All vehicles in storage must have current tags and be operable.
14. All stored items must be kept clean and maintained in a condition that they can be moved if necessary.
15. All stored items must have the owner's **lot** number clearly visible on the item and the **lot** number must match the **lot** number on the storage contract.

## CHAPTER VI

### RECREATIONAL FACILITIES/ACTIVITIES

- A. Everyone under the age of 16 must be accompanied by an **adult** when using park recreational facilities.
- B. All participants in gaming activities must be 18 years of age or older in accordance with Florida state law.
- C. Park property and/or facilities may be used by individual **residents** or groups of **residents** as a social gathering place to entertain or meet with outside groups or non-**residents**. If over-crowding or abuse of property is evident, use restriction will be imposed. Outside vendors require approval of the **CAM**.
- D. All private fundraising activities that require the use of Carefree facilities must have **Board of Directors'** approval in advance.
- E. Use of the park facilities must be scheduled in advance through the Facility Reservation Coordinator.
- F. Private use of the Upper Clubhouse, Lower Clubhouse, Lower Clubhouse Conference Room, Lake Bess Room and porch, Golf Center and Gazebo requires a Facility Use Permit to be submitted and approved in advance. The Facility Use Permit can be obtained from **management**. Shut off lights, fans, straighten and clean facility after use.
- G. Smoking is not allowed in any building.
- H. Restrooms and showers in the lower clubhouse are available daily from 7:00 a.m. to 9:45 p.m. **Management** may adjust hours as needed.
- I. Wet bathing suits or bare feet are not allowed in the clubhouse except when going from the pool to the lower clubhouse restrooms.
- J. Rules are posted at the following recreational facilities:
  - 1. Clubhouse - library, billiards and fitness center
  - 2. Swimming pool and spa areas
  - 3. Bocce courts
  - 4. Shuffleboard courts
  - 5. Fishing pier
  - 6. Golf center
  - 7. Tennis/pickleball court
  - 8. Basketball court
  - 9. The Five Acres

## CHAPTER VII

### COMMITTEE GUIDELINES

- A. Committees may not take any action on behalf of the **association** which affect policy, compliance with county regulations or involve the expenditure of **association** funds without explicit authorization from the **Board of Directors**.
- B. Expenditure of **association** funds by budgeted committees is approved but not to exceed the amount fixed by the **Board of Directors**.
- C. Committees shall not encroach within areas of responsibility of the **Community Association Manager (CAM)**, staff, the **Board of Directors** or other committees. Communications between corporate employees and committees shall be at meetings only, scheduled for such purpose with prior approval of the **CAM**.
- D. Notice of committee meetings shall be posted on the bulletin board in the clubhouse (the one located in the swimming pool hallway) at least 48 hours in advance of the meeting.
- E. Committee chairs must submit the minutes of all meetings to the **CAM** and **BOD** within 14 days following a meeting.
- F. Committee chairs shall receive a copy of these guidelines from their board liaison.
- G. Board Committee liaisons must be notified before any committee meetings.
- H. Committee members may be **members** of the **association**, **associate members** or **renters**. Committee chairs must be **members** of Carefree Country Club.
- I. For clarity, these rules apply to any ad hoc committees formed.

## CHAPTER VIII

### GENERAL

#### A. Mail

1. Mail is distributed at the park mail center which is under the control of the US Postal Service. **Residents** are not to interfere with the distribution of mail. Addresses must include the **Lot** number to ensure delivery.
2. Individuals receiving newspapers, periodicals, etc., are not permitted to have any type of holder/receptacle/box for their newspapers, periodicals, etc. anywhere on their **lot**.

B. Owners are required to leave a **unit** key or key code with the **management** office.

C. The main gate to the park will be locked at the **management's** discretion every day. Access is obtained through an automated bar code system or by using a gate code. Gate codes for **residents, guests** and **visitors** can be obtained by contacting **management**.

D. Clubhouse Hours                      Daily 7:00 a.m. - 10:00 p.m.  
Hours may change as needed.

E. Office Hours:                              Monday through Friday 8:00 a.m. - 4:30 p.m.  
Closed on holidays, Saturdays and Sundays  
Hours may change as needed

F. **Residents** must abide by the current "Talking Trash" guidelines for the proper disposal of waste.

G. The clubhouse laundry is open from 7:00 a.m. to 9:30 p.m. Rules are posted in the laundry space area. Only liquid detergents are to be used. Hours may be adjusted as needed.

H. Quiet hours in the park are between 10:00 p.m. and 7:00 a.m. No **resident, guest** or **visitor** may unreasonably disturb, annoy, irritate or upset any other **resident, guest** or **visitor** by making excessive noise at any time.

I. All work orders must be processed through **management**. **Residents** must notify the office. No **resident** will approach, ask or cause any corporate employee to undertake any maintenance or other service during the workday.

J. The clubhouse may be used by **residents** for the purpose of conducting a religious service. No school, church, or similar institution of any kind will be maintained, conducted or operated on any **lot**. Facilities must be scheduled through the Facility Reservation Coordinator.

K. Shirts and shoes must be worn in all **common areas** and at all recreational activities except poolside.

L. **Lot** numbers must be visible on the lamp post in front of each **unit** and each digit must be 3

inches in height.

M. **Members** can make suggestions and/or complaints by any of the following methods:

1. **Members** may informally contact one or more **members** of the **BOD** or the **management** about a concern. Many issues are resolved this way.
2. **Members** may address the entire community at a town hall meeting.
3. **Members** may contact the appropriate committee with their suggestion or complaint.
4. **Members** may attend board agenda meetings and ask that an issue be considered. Note: only **BOD members** can place items on the board meeting agenda.
5. **Members** may address the board at any **BOD** meeting on agenda items only.
6. **Members** may deliver a letter to the secretary of the board or the **CAM** by mail, email or dropping it off in the office. If the **member** wants their letter read at a board meeting, they must clearly state that fact in the letter. The letter must be signed, dated and contain the **lot** number of the **member**. Every reasonable effort will be made to respond to the letter by the **BOD** or **CAM**. Responses may be by comments at a board meeting, letter, phone call, in person conversation or other methods.
7. **Members** may complete a “Suggestion/Complaint Record” form available in the office. Everyone completing this form will receive a notice of “Action Taken”. It is the policy of Carefree to record all suggestions and complaints submitted on this form.

Note: “Facebook” recommendations, suggestions or complaints will not be addressed by the **BOD** or **management** and are discouraged.

## CHAPTER IX

### BULLETIN BOARDS

#### A. Bulletin Board Posting

Except as noted below, none of the bulletin boards are for business advertising, real estate sales or rental properties. Messages may not maliciously or slanderously attack individuals or groups. It will be within **management's** authority to judge the acceptability of the material posted on the bulletin boards.

#### B. Poster Size

1. All special/one-time events may be no larger than 8 ½" X 11".
2. All continuing events must be no larger than 8 ½" X 5 ½".
3. Computer generated posters are recommended.

#### C. Club House Bulletin Boards (Four locations as noted below)

1. In the Swimming Pool Hallway, there are bulletin boards on the wall opposite the lavatory doors. They are to be used solely for park activities, health, sports, continuing events, special events and local church services. When space allows, notices for various get-togethers (such as MN dinner, Midwest dinner, New England dinner, etc.) may be posted. Bowling sign-ups and various other activities may be posted here. The space availability will be monitored by the bulletin board coordinator.
2. In the Swimming Pool Hallway, there is a bulletin board located on the same wall as the lavatory doors. It will be used to display notices of meetings and minutes that are legally posted by committees other than the Corporate Board and financial reports. Any notices pertaining to the swimming pool should be placed there.
3. Bulletin boards located in the laundry room are for notices regarding bereavement, illness, caring, "for sale items" and for activities outside of Carefree.
  - a. Ads "for sale items" and "wanted to buy items" may be posted here. Two small boxes will be near the bulletin board; one will be locked with a slit so ads can be placed into it for posting; the other will contain 3X5 cards for use to write ads. Ad must be written on 3X5 card or use a 3X5 picture and include: **lot** number, phone number and date written. Ads will remain on Board for 30 days. More than one ad may be on each card but there is a maximum of two cards per **lot** at any given time. Place ad into small locked box. The bulletin board coordinator will check box Mondays through Fridays and post ads on the board. If your item is sold, leave a note stating which item has been sold so that the ad can be removed or adjusted.
  - b. Flyers for activities outside of Carefree must deal with social, entertainment or educational interests.
  - c. No advertisements for business, real estate or rental properties. These will be monitored by the coordinator and removed if necessary.

4. The bulletin board located near the marketing office is for "**living units** and/or **lots**" for sale. This information should not be posted on any other bulletin board.

D. Mail Box Bulletin Boards

1. Corporate Board (side facing the lake (west side)) contains agendas, minutes and any other items generated by the **Board of Directors**.
2. Events Bulletin Board (side facing the golf center (east side)) is for special and continuing events. It is **not** for private functions. These boards will be monitored by the bulletin board coordinator.

E. Tennis/Pickleball Bulletin Board

This board is located at the tennis courts and may include Tennis/Pickleball schedules and playing information.

F. Shuffleboard Bulletin Board

This board is located at the shuffleboard courts and will hold schedules and playing information.

G. Golf Bulletin Board

This board is located at the Golf Center and will contain items pertaining to golf.



# CHAPTER X

## GOLF

### A. Identification

1. A valid Carefree **member's**, **associate member's** or **renter's** ID badge must be presented to the golf starter and be in the golfer's possession while playing golf.
2. Every group of golfers must have at least one person with a valid Carefree ID and each golfer will have his or her own golf bag and clubs. Notify ranger on duty if non-golfer is with the group.
3. All **guests** and/or **visitors** must pay green fees as determined by the **Board of Directors**. 2nd round on the same day shall be 50% of the current cost of green fees. **Residents** are responsible for their **guests'** and **visitors'** green fees. Any green fee not submitted in advance of play shall result in a fine of two times greater than the fee and will be charged to the **resident**.
4. Only persons with valid Carefree ID badges may make tee times.

### B. Restricted Play

1. **Residents** may sign up for the next round (on the same day) only after completion of your previous round. Failure to comply will result in duplicate names being removed.
2. The rules of play will be in accordance with the U.S.G.A., as modified with local rules by the Carefree golf committee.
3. Maximum of two golf privileges per **lot**.
4. Single occupant **units**

A single **member** will have two valid Carefree ID Badges. One will be the regular badge and the second will have the name of the **member**, **Lot** number and will state "Second Badge". The second badge may be used for golf by a registered overnight **guest** visiting the **member** listed on the badge, with the stipulation that the **guest** must play with a registered Carefree **member**. This second badge may not be lent or sold to parties who are not registered at the residence listed on the badge.

5. Two **member units**  
Carefree **member** ID badges issued with golf privileges for two **members** or **associate members**. Golf privileges are nontransferable.

#### 6. **Renters**

**Renters** will have a valid Carefree **renter** ID badge for the period of rental time. The badge must be turned in at the end of rental agreement. The **member's** valid Carefree ID badge(s) must be turned in to the office before a **renter** ID badge is issued and transfer of golfing privileges begin.

#### 7. Practice Area

Children of any age may use the practice area while under **adult** supervision. Children must relinquish play if **adults** are waiting. Use the chipping area, adjacent to Tenth Street, to practice pitching and chipping.

8. No fishing in any golf course ponds when golfers present.

#### C. Starting Procedures

1. Golfers should arrive at least ten minutes before tee time and must start on #1 tee except for special golf events. Maximum of five players per group except for any special park sanctioned function.
2. Golfers must check in with a starter by presenting a valid Carefree I.D. badge or play-pass, when sign-up sheets are in effect.
3. Cancellations for tee times after 8:30 a.m. are to be made one hour prior to tee time. Cancellations may be made by telephone when attendant is on duty.
4. One person with a valid Carefree ID badge may make tee times for a maximum of two groups of five. That person's name will be placed in the first slot and he/she will be responsible for the reservation. No tee times may be made by telephone. All positions on the sign-up sheet will be available for play.
5. The golf committee will set golf center hours. Play is 7:00 a.m. to dusk. Desk volunteers and ranger will be on duty 7:00 a.m. until 5 p.m.

#### D. Etiquette

1. Dress code - Proper golf course attire must be worn. Proper dress does not include muscle shirts, short shorts, swimming attire and cut-offs. Common sense prevails.
2. Proper golf protocol requires repairing ball marks on the green. Replace divots on fairways only if they contain enough root material and earth to grow when replaced.
3. You are expected to keep pace with the group ahead of you. Be courteous and display good golf etiquette. Clear the green promptly. Mark scores at the next tee. Never hit into others. Golfers playing in their own fairway have the right-of-way. Please park carts between the green and next tee.
4. Limit searches for lost balls to three minutes.
5. The golf course is not to be used as a driving range.
6. Raking for balls is not allowed. A ball retriever of not more than four inches in width may be used. Retrieve your ball and move on.
7. Sightseeing or cutting across the golf course is not allowed at any time.

#### E. Golf Carts

1. Keep power carts on paths near greens and tee boxes where available. All power carts are to be 30 feet from greens and tee areas or on cart paths where available. Handicap flags are available from the golf center to allow closer access (15 feet) from the fringe on the green and from the tee box areas.
2. Power Carts  
There will be a maximum number of 3 power carts allowed per tee time, regardless of the number of riders.
3. At no time are golf carts allowed on the course except during play and for course maintenance.

- F. Other  
Non-golfing spectators younger than 16 and household pets such as dogs and cats are not permitted on the golf course during golfing hours.
- G. Tee Time Changes  
Only golf center volunteers are allowed to change or delete tee times from the current day's golf schedule.
- H. Employee Golf Privileges  
Employees may play golf, free of charge, April 15 - November 1. All **guests** and **visitors** must pay green fees.
- I. Course Closing
1. Any decision to close the course or the restriction of golf carts will be made by the golf superintendent and/or a member of the golf committee.
  2. No one will be permitted on the course when the course or practice area (putting area, driving net and pitching area adjacent to Tenth Street) is declared closed unless otherwise posted.
  3. No rain checks will be issued after four holes of play.
- J. Rule Violations  
To protect the interest of all the **residents**, the golf committee will issue written warnings and violation reports that could result in loss of playing privileges and/or fines for individuals who break the above rules or cause damage to the golf course.

## CHAPTER XI

### SWIMMING POOL AND SPA

- A. There is no lifeguard on duty at any time.
- B. The Pool area is closed when the gates are locked. Pool area can be closed at *management's* discretion. State of Florida pool and spa regulations apply. Read and obey posted signs.
- C. The following activities are currently scheduled and may be changed at the discretion of the pool committee and approved by the *Board of Directors*.
  - 1. Lap swimming only:      Daily 9:00 a.m. to 10:00 a.m. March - Dec.  
                                                        Daily 10:00 a.m. to 11:00 a.m. Jan. - Feb.
  - 2. Water exercises only:    Monday - Friday 10:00 a.m. to 11:00 a.m. March - Dec.  
                                                        Monday - Friday 11:00 a.m. to 12:00 p.m. Jan. - Feb.
- D. Pool capacity - 78; Spa capacity - 6.
- E. Children under the age of 16 must be supervised by an *adult*.
- F. Shower before entering pool or spa.
- G. Do not swallow pool or spa water.
- H. No diving, jumping, running, pushing or throwing.
- I. No glass, food, beverages or animals allowed in the fenced pool area, except for plastic drinking water bottles.
- J. All persons in the pool must be toilet trained, continent or wear appropriate protective swimming diapers.
- K. Appropriate swimwear required.
- L. Only "arm float rings", "noodles" or U.S. Coast Guard approved life vests are permitted.
- M. Maximum water temperature of the pool and spa is 104 F.
- N. Maximum use of spa is 15 minutes.
- O. Pregnant women, small children, people with health problems and people using alcohol, narcotics or other drugs that cause drowsiness should not use the spa without first consulting a doctor.

## CHAPTER XII

### HARASSMENT AND INTERFERENCE

No **resident, guest, visitor**, employee or other person will be permitted to harass, or unreasonably interfere with any **resident, guest, visitor** or employee of the **corporation**, including any **member** of the **BOD**.

Unreasonable harassment or interference with the peaceful enjoyment of the park or operations of the **corporation** is also prohibited. Violations may be punishable by fine, as well as all other remedies available under the **corporation** documents and Proprietary Lease. All rule violations must be reported to and documented by the **CAM**. In the absence of the **CAM**, report rule violations to an officer of the **BOD**.

Examples of conduct that is prohibited include the following:

- A. Profanity, abusive or hostile language, physical contact, threats of physical contact or harm, sexual harassment or intimidation.
- B. Vandalism, destruction of property or threats of such action.
- C. Any course of conduct directed at a specific person that causes substantial emotional or physical distress.
- D. Excessive and unjustified complaints or telephone calls being directed to members of the **BOD, management** or other employees of the **corporation**.
- E. Following, stalking or interfering with the free movement of any person.
- F. Excessive unjustified complaints to governmental or administrative agencies or personnel, especially when complaints have not first been processed through the **CAM** and the **BOD**.
- G. Contacting professionals employed by the **corporation** directly and without written authorization by the **BOD** (e.g., accountants, engineers, attorneys).
- H. Any other actions that unreasonably or unnecessarily interfere with the operation of the **corporation** or with the credibility of the **corporation** or its employees with outside businesses, professionals or governmental or administrative agencies.
- I. Assisting or encouraging other persons to take actions which constitute interference or harassment.

## CHAPTER XIII

### BOAT DOCKS

- A. The **BOD** and/or their designee has the sole responsibility for the management and assignment of dock use privileges.
- B. The **association**, its **members** and **BOD** assume no responsibility for loss through fire, theft, collision or other damage to boats, their contents and structures in the area set aside for the docks. Additionally, the **association** assumes no responsibility for personal injury or death to the owner, family, **guests** or **visitors** anywhere on the premises or docks, whether due to negligence of the **association**, its **members** and/or the **BOD**.
- C. The **association** owns the docks and provides liability insurance for the docks/slips. All owners using the slips must have adequate liability insurance on their boats.
- D. Rule infractions are to be reported to the Lakefront Chairman first, then the **CAM** or the **BOD** and loss of dock privileges can be imposed by the **CAM** and/or **BOD**.
- E. These rules can be amended from time to time by the **BOD**, as deemed necessary.
- F. The **association** reserves the right to move a boat when required or when a boat is in violation of these rules in a manner which negatively impacts the **association**. The **association** may have the boat removed and the costs associated with such a removal and subsequent storage shall be at the offending owner's sole expense. Boat owners shall hold the **association**, its **members** and **BOD** safe and harmless from any and all liability, injury, loss or damage caused by relocation.
- G. **Lot** numbers must be displayed on the front of the owner's boat and trailer.
- H. A limited number of dock slips are available. Initially, slip assignments were assigned using a first come, first serve lottery system. Slips are assigned to a unique user or group. The **CAM** and Lakefront Chairman may reassign slips if needed. Slip assignments can be switched among slip users if approved by the **CAM**.
- I. To initially pay for the slips, users made a donation toward their construction. This donation allows the donator use of a slip for 7 years from the construction of the slips. After that period, an annual fee determined by the **BOD** will be charged.
- J. Maintenance assessments may be made when deemed necessary by the **CAM**, committee chairman and/or **BOD**.
- K. Some slips may have more than one user sharing the slip. Those users must be identified up front to the **CAM** and one individual must be annually designated as responsible for the slip
- L. If the designated user of a slip sells their Carefree Membership Share Certificate or no longer wants to use the slip or does not pay the required fees, the slip will be reassigned by the **CAM** to the next person on the waiting list. Slips cannot be transferred or sold to a new user by the previous user. Anyone desiring a new or additional slip must apply to the

**CAM** and be added to the waiting list. Slips will be assigned on a first come, first served order.

- M. When a transfer (not a switch between existing users) of a slip occurs, the new slip user will donate to Carefree a prorated fractional amount based on the current cost of a slip. The charge shall be 1/7 for each of the remaining 7 years. For example, if a slip changes hands after 3 years, the new user would pay a fee of 4/7 of the current cost, and have use of the slip for the remaining 4 years. This process can be used and adjusted as necessary, up to the time that Carefree can begin charging slip fees, which is after 7 years from the time the dock is built per the Florida DEP.
- N. Users cannot install items on the dock floor (i.e., dock boxes).
- O. Cleats will be installed on the dock by the Lakefront Committee.
- P. Any dock structure or appurtenances damaged or destroyed by negligence or improper use shall be replaced at the offending user's expense. Carefree will invoice the slip user for the cost of the repair.
- Q. The outer two spaces of the docks will be designated for loading and unloading only, except in low water conditions when the slips nearest to shore are not usable, then those slip users may use the outer two spaces. All other slips are private and not available for general use.
- R. Overnight stays on the boats in the slips are not allowed.
- S. Maximum boat size is 20 feet (based on manufacturers registered length). 22-foot boats that were approved before the 11/18/2021 change are grandfathered in.
- T. Users cannot leave things on the shoreline while boating.
- U. No debris, equipment, articles or other items brought to the docks shall be on the docks upon departure. Removal of trash from the docks is the responsibility of the boat owner, **guest** or **visitor**.
- V. No charcoal grills or open flame devices are allowed on the docks.
- W. The playing of music, television or other sound-generating equipment shall be limited to normal conversational levels on the dock.
- X. No children under the age of 16 years shall be permitted anywhere on the dock without close supervision of a responsible **adult**.
- Y. No glass containers of any kind are permitted on the docks.
- Z. Boaters must minimize speed and wake while entering and exiting the dock areas so as to do no harm to the docks or other boats.
- AA. Smoking is not allowed anywhere on the docks or in boats secured to the docks.

- BB. To the fullest extent possible, it shall be the responsibility of each slip user to ensure that their boat is not moored at the dock when severe weather threatens the area. Boat owners will be held responsible for any damage caused by their boat.
- CC. Slip users desiring trailer storage must secure a trailer storage space through the **CAM**. (Due to limited space, it is strongly recommended that this be done in advance of their arrival at Carefree.)
- DD. Slip users cannot leave their boats moored to the dock when they are away for an extended period of time (more than a week). If you will be away for just a few days and leave your boat moored to the dock, then you must leave a Carefree **resident** in charge of it in case bad weather moves in. You will still be ultimately responsible for any damage done to the slips or other boats.



## CHAPTER XIV

### EMERGENCY COMMUNICATIONS

In order to communicate emergency alerts within the Carefree community, any combination of the following may be used:

- A. The "Carefree Country Club 2015" Facebook group
- B. The carefreecountryclub.org website. Communications may be posted under the Members News link.
- C. Written flyer advisories posted at the club house, office, golf center, mailbox bulletin board and/or sandwich board at the mailbox area.
- D. Use the Red Flag system on stop signs in **resident** street areas. **Residents** will need to contact the office, Facebook, the Carefree Website or other posted signs to determine the reason for the Red Flags. The red flags will be displayed until the emergency situation has cleared.
- E. Staff and/or volunteers may notify **residents** personally regarding the alert.

## CHAPTER XV

### LAWN AND UNIT MAINTENANCE

- A. Carefree's responsibility for lawn maintenance
1. Mow and string trim lawns, edge driveways and sidewalks, blow grass clippings and edging waste from sidewalks and driveways.
  2. Trim or chemically control the growth around sprinkler heads annually.
  3. Fertilize, weed control three times per year. Insect control two times per year.
  4. November through April, pickup **resident's** yard waste from the end of their driveway on Tuesday and Friday.
  5. May through October, pickup **resident's** yard waste from the end of their driveway on Fridays only.
- B. **Lot** owner's responsibility (see bylaws for additional restrictions)
1. **Lot** owners have a year-round responsibility to maintain their **lot, unit**, lawn and irrigation.
    - a. Absent **lot** owners must register a person(s) with the office who will oversee the yard and house during their absence. This person (called the caretaker) will have the right to request work orders on the owner's behalf for their **unit/lot** and the owner has monetary responsibility. Caretakers must give the office a list of the **lots** they are caring for and caretakers must keep the list up to date.
    - b. When leaving the **unit** for more than a week, **residents** must leave NO loose items outside. Outside items must be stored in a shed or inside the **unit** especially during the hurricane season. Failure to comply may result in charges to remove items. Fines or loss of privileges may also occur. Loose items will be thrown in the trash.
    - c. If the owner of a **unit** fails to maintain the appearance and condition of a **unit** in a manner satisfactory to the **BOD** and **management**, the **association** may clean, repair and/or restore the **unit** at a cost to the **unit** owner.
    - d. A planting permit must be obtained from the **CAM** at least two weeks before any bushes, vines, hedges, flower gardens and/or trees are planted.
    - e. The exterior of year-round **UNITS** must be washed at least once a year.

## 2. Lawn irrigation

- a. **Lot** owners are required to repair or have repaired malfunctioning irrigation including water lines, sprinkler heads and timers.
- b. **Lot** owners are required to clean out the sand and debris from sprinkler heads to assure proper operation. If they are not properly cleaned, they will not raise or lower correctly and can be broken when the lawn is mowed.
- c. A **lot** owner is required to ensure working, automatic rain sensors (shutoffs) are installed on the **lot's** sprinkler system.
- d. Separate water valves must be installed to the **unit** and irrigation system.
- e. Electricity must be left on year-round to the irrigation/timer and lamp post.
- f. Addition of irrigation zones and/or sprinkler heads to zones/system must be approved by **management**.
- g. The owner or caretaker is responsible for notifying the office if irrigation repairs are needed.
- h. Irrigation timers are set by park personnel **ONLY** and cannot be changed by the homeowner or their caretaker. Variances for the use of sprinklers must be approved by the **CAM**.

## 3. Landscaping

- a. Please be aware that Carefree lawn care is designed to maintain St. Augustine grass. If the owner of a **lot** chooses to plant other varieties of grass, they do so at their own risk. Other varieties of grass may have a negative response to our mowing and lawn care practices.
- b. The owner of a **lot** retains the right to maintain their own lawn care with proper notice to the **CAM**.
- c. The **lot** owner is responsible for trimming their back yard if Carefree mowers cannot access the rear of the home. Carefree will not string trim the back yard.
- d. **Lot** owners are responsible for year-round weeding of flowerbeds, driveways, cart paths, sidewalks, boundaries, etc.
- e. **Lot** owners are responsible for maintaining their shrubbery year-round. All hedges and bushes must be maintained at a height of 6 feet or less.
- f. All trees must be limbed up to at least a height of seven feet at its lowest branch.
- g. Fruit from fruit trees must be picked up year-round by either the owner or caretaker.



## Carefree Country Club Talking Trash 'Do the Right Thing'

Carefree spends approximately \$55,000 per year to handle its waste. This is a significant expense and must be managed and controlled as part of our fiduciary responsibilities. Compaction is our goal if we are to keep our hauling expenses in check. Of all the items that go into the **Construction & Demolition Debris Open Top**, it is the large pieces of furniture such as couches, recliners, sofas, bureaus, and mattresses that create a huge problem! Remodeling products are problematic as well. Cabinets that are not broken down, toilets that are not busted up, carpet that is rolled-up instead of being cut-up into reasonable size pieces, etc. We have to **stop shipping air**, it will help to keep our dues in check, and because **it is the right thing to do!**

Carefree, through its volunteer groups, will assist you in getting your awkward/bulky materials handled for a reasonable cost. Bulky materials include items such as couches, love seats, chairs, tables, coffee and end tables, mattresses, cabinets, chest of drawers, desks, toilets, vanities and other similar items. There is a simple form available at the office, and on the website, entitled **Carefree Bulky Waste Removal Request Form**. If you can demonstrate that you have made an honest effort to get rid of some "bulky waste" but have had absolutely no luck, then the Carefree volunteers will try to help out. Once you have been approved, it will be your responsibility to get your bulky waste item to the end of your driveway. On the following Monday morning, the Building and Grounds volunteers will pick up the item. The cost to you for this service will be \$25.00 per item payable to the office in advance.

If these guidelines are blatantly ignored and a violator is positively identified, the violator will be invoiced up to \$50 for the time and use of Carefree resources at the discretion of the **CAM**. Let's work together and "**Do the Right Thing**".

# Local Recycling Resources

Please consider that one man's trash is another man's treasure. Before we just throw it away, we need to consider alternate solutions. Why throw it away when we can give it to someone who needs it? Let's contribute to the less fortunate in our local communities.

**It's always smart to call first, no surprises!**

**It's also smart to allow some lead time!**

- If you have **clean towels, sheets, or blankets**, please contact Carol Neville, **Lot 433**, 248-736-7572. Barbara Chock **Lot 629**, 612-817-6450 offers the same convenient outlet to include **clean pillows**.
- Harriet Mouw, **Lot 1011**, 218-820-1509 will take **usable clean bed sheets** for backing on quilts for Lutheran World Relief. She will pick up and donate \$2.00 to the activities committee.
- **DAV (Disabled American Veterans)**: For pickup services call 800-894-2486 or go on line at [donatedav.org](http://donatedav.org). They will pickup within a day!!! They take small furniture, clothing, small appliances, kitchen housewares, glassware, shoes (all kinds), lamps, all bedding, and curtains! **No large furniture and no mattresses.**
- **"Restore" (Habitat for Humanity)**: 27985 US Hwy 27, Dundee, 863-353-5967, Drop off hours: Tues – Sat 10 am – 3 pm, furniture, tools, sinks, toilets, paint and all remodeling items. **No Mattresses.** For pick up services call Gail at 863-292-2256.
- **The Care Center Thrift Store**: Furniture, household goods, and clothing. They will consider **mattresses if they are clean and odor free!** 29696 US Hwy 27, Dundee, 863-439-6000, Hours M – F, 9am – 5pm, Sat 9am – 3pm. For pick up services call 863-676-6678.
- **Project Love and Angel Care**: 960 Snively Ave, Eloise, FL 863-280-6947 Hours M, W, F, 8am – 1pm Be sure to speak with Director Eugena Barton! These organizations are in **desperate need of mattresses**, clothing, appliances, furniture, home products to include toys, food and cleaning products.
- **Lake Wales Care Center**: 863-676-6678 to schedule a pickup! Two locations, 29 West Park Ave, Lake Wales, or 29696 highway 27, Dundee. They take furniture, household goods, clothing, etc. **They take mattresses that are clean and odor free!**
- **Hope Thrift Store**: 863-547-7118 for pickup on Tuesday, Thursday, and Sunday, or you can drop off at 28051 US HWY 27, Dundee (Closed on Monday) They take furniture, clothing, household items, jewelry, etc. **No Mattresses!**
- **Blue Skies Charities**: 863-438-7923 for pickup. You can also drop off at 27889 US HWY 27, Dundee, FL. They are open Tuesday – Saturday 10 – 4, they take furniture, household items, clothing, etc. **No Mattresses!**

# Carefree Waste Transfer Stations

<b>Trash Compactor (On right hand side)</b> 	<b>Recycling Compactor (On left hand side)</b> 	<b>Construction/Demo Debris (open top)</b> 	<b>Wood &amp; Yard Waste, (open top)</b> 	<b>Hazardous Waste &amp; Aluminum Can Crusher (back of maintenance bldg.)</b> 
<ul style="list-style-type: none"> <li>household waste</li> <li>frozen food, ice cream, frozen food containers</li> <li>plates, vases</li> <li>tissues, paper towels, napkins</li> <li>waxed paper or waxed containers</li> <li>styrofoam egg containers***</li> <li>styrofoam or paper "to go" containers</li> <li>any styrofoam</li> <li>diapers, depends, sanitary products</li> <li>paint cans with dry or solid contents</li> <li>pet waste</li> <li>food waste</li> <li>pizza boxes</li> <li>plastic bags***</li> </ul> <p>***these items can be returned to Publix for recycling</p>	<ul style="list-style-type: none"> <li><b>No food waste</b></li> <li>opened mail, greeting cards, file folders</li> <li>paper egg cartons</li> <li>magazines, brochures, catalogues</li> <li>newspapers</li> <li>paper boxes, paper bags</li> <li>office paper</li> <li>phone books</li> <li><b>clean corrugated cardboard cut-up to a max size of 18" x 24"</b></li> <li>cleaned, baled aluminum foil, pie pans</li> <li>loose metal jar lids, steel bottle caps</li> <li>glass bottles, jars</li> <li>plastic tubs, jugs</li> <li>cereal boxes</li> <li>beverage carriers</li> <li>aerosol cans (empty)</li> <li><b>No plastic bags</b></li> <li><b>No styrofoam</b></li> </ul> <p>→ <b>NOTE:</b> Aluminum cans should be placed in the proper container beside the recycling container or the HW area behind the maintenance building.</p>	<ul style="list-style-type: none"> <li>bricks</li> <li>mortar</li> <li>sheetrock</li> <li>siding</li> <li>lumber</li> <li>roofing</li> <li>pavement</li> <li>toilets</li> <li>lavatories</li> <li>paneling</li> <li>flooring</li> <li>mirrors</li> <li>window/door glass</li> <li>ceramics</li> <li>Vinyl siding</li> </ul> <p><b>No Metal</b></p> <p><b>No Dumpster Diving</b></p> <p><i>A list of <b>service organizations</b> and what type of items they accept is listed on page 28 of this document. It is always a good idea to call first.</i></p>	<ul style="list-style-type: none"> <li>brush</li> <li>tree trimmings</li> <li>weeds</li> <li>plants/flowers</li> <li>grass clippings</li> <li>stumps</li> <li>branches</li> <li><b>No plastic bags or pottery</b></li> </ul> <p>→ <b>NOTE:</b> curbside brush pick-up is Tuesday and Friday (Oct –Mar) Friday only (Apr-Sep)</p> <p><b>Metal Pile:</b> Area just behind the trash compactor</p> <ul style="list-style-type: none"> <li>steel chairs</li> <li>aluminum chairs</li> <li>metal shelving</li> <li>electrical conduit</li> <li>aluminum gutters and downspouts</li> <li>metal fencing</li> <li>metal cabinets</li> </ul>	<p><b>Hazardous Waste:</b></p> <ul style="list-style-type: none"> <li>used oil (tank available)</li> <li>fluorescent light bulbs</li> <li>used paint (with liquid contents)</li> <li>solvents</li> <li>aerosol cans (with contents)</li> </ul> <p><b>Aluminum Can Crusher:</b> Two locations: One at HW, the other adjacent to recycling container.</p> <p><b>No plastic bags</b></p> <p><b>Please place cooking grease in the container next to the workshop.</b></p> 
<p><b>Things to consider please!</b> When recycling, please rinse things so that there is no remaining food contamination. If the load gets rejected because of food contamination, they charge us twice! Help out our volunteers by crushing your own aluminum cans. Second choice for cooking grease - we want to keep cooking grease out of the WWTP. We ask that you put your cooking grease in a tight lid container. Let it solidify in the refrigerator and then place it in the regular trash compactor.</p>				



## **UNACCEPTABLE TRASH AT CAREFREE TRANSFER STATION**

<b>PRODUCT</b>	<b>COMMENT</b>
<ul style="list-style-type: none"> <li>Auto/Golf Cart Batteries</li> </ul>	Leave old battery with dealer or garage when changed.
<ul style="list-style-type: none"> <li>Car, Truck and Golf Cart Tires</li> </ul>	Arrange for dealer or garage to keep old tires after replacement.
<ul style="list-style-type: none"> <li>Furniture (i.e., sofas, chairs, tables, beds, mattresses/box springs)</li> </ul>	If in good condition refer to page 28, <b>Local Recycling Resources</b> . If not usable, ask your furniture vendor to remove when new furniture is delivered. Negotiate as part of the deal.
<ul style="list-style-type: none"> <li>White Goods, (i.e., stove, refrigerators, washer, dryer)</li> </ul>	If in good condition refer to page 28, <b>Local Recycling Resources</b> . If not useable, ask the appliance vendor to remove when new appliances are delivered. Negotiate as part of the deal.



## **HAZARDOUS WASTE AT CAREFREE**

<b>PRODUCT</b>	<b>COMMENTS</b>
<ul style="list-style-type: none"> <li>Electronic Waste (TV, computers, printers, microwave, DVR, DVD, Radio)</li> </ul>	If in working conditions check page 28, <b>Local Recycling Resources</b> . If not working, take to the Hazardous Waste area.
<ul style="list-style-type: none"> <li>Batteries (small batteries, AA, AAA, C, D, etc.)</li> </ul>	Take to Hazardous Waste Area.
<ul style="list-style-type: none"> <li>Used Oil</li> </ul>	There is a barrel at HW for used oil.
<ul style="list-style-type: none"> <li>Used Paint</li> </ul>	If paint container still has fluid paint, take to HW. If paint container is dry or solid take to the trash container (solidify using cat litter or sawdust).
<ul style="list-style-type: none"> <li>Solvents, Insecticides, Pesticides</li> </ul>	Take to HW. Please make sure lids are closed tight.
<ul style="list-style-type: none"> <li>Fluorescent light bulbs</li> </ul>	Take to HW. If more than one, tape together.